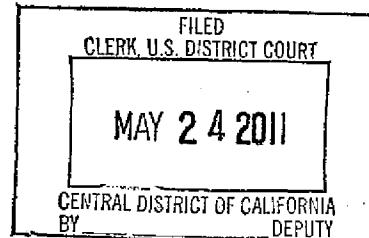


1 SAMANTHA C. GRANT (SBN 198130)  
2 scg@msk.com  
3 MITCHELL SILBERBERG & KNUPP LLP  
4 11377 West Olympic Boulevard  
5 Los Angeles, California 90064-1683  
6 Telephone: (310) 312-2000  
7 Facsimile: (310) 312-3100

5 Attorneys for Defendants  
6 FRONTIER AIRLINES, INC. and RICHARD  
APPELL (erroneously sued as Richard Appel)



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

11 JASON HARDIMAN,  
12 Plaintiff,

13

14 FRONTIER AIRLINES, INC., a  
Colorado Corporation; RICHARD  
15 APPEL, and individual and DOES 1  
through 25, inclusive.

Defendants.

CASE NO. CV11-04455 SW(PJW)

(Los Angeles Superior Court Case  
No. BC460242)

**DEFENDANTS FRONTIER  
AIRLINES, INC. AND RICHARD  
APPELL'S NOTICE OF REMOVAL  
OF CIVIL ACTION TO FEDERAL  
COURT**

1           TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR  
 2 THE CENTRAL DISTRICT OF CALIFORNIA AND TO PLAINTIFF JASON  
 3 HARDIMAN AND HIS ATTORNEYS OF RECORD:

4

5           PLEASE TAKE NOTICE THAT on May 24, 2011, defendants Frontier  
 6 Airlines, Inc. ("Frontier") and Richard Appell (improperly sued as Richard Appel)  
 7 (hereinafter "Appell") (collectively referred to as "Defendants") did, and hereby  
 8 do, remove the above-entitled action from the Superior Court of the State of  
 9 California, for the County of Los Angeles to the United States District Court for  
 10 the Central District of California.

11           The removal of this action terminates all proceedings in the Superior Court  
 12 of California for the County of Los Angeles. *See* 28 U.S.C. § 1446(d).

13           Defendants remove this action to United States District Court, pursuant to  
 14 28 U.S.C. §§ 1332, 1441, and 1446 based on the following:

15           1.       On April 22, 2011, Plaintiff Jason Hardiman ("Plaintiff" or  
 16 "Hardiman"), filed a complaint entitled *Jason Hardiman v. Frontier Airlines, Inc.,*  
 17 *a Colorado Corporation, Richard Appel, an individual and DOES 1 through 25,*  
 18 *inclusive* in the Superior Court of California for the County of Los Angeles bearing  
 19 case no. BC460242 (the "Complaint").

20           2.       On April 26, 2011, the Complaint and summons were served on  
 21 Frontier and were the first pleadings served on Frontier in this action. A copy of  
 22 the Summons, Complaint, and Civil Coversheet are attached hereto as Exhibit A.

23           3.       On May 23, 2011, Defendants filed an answer to the Complaint in  
 24 State Court. A conformed copy of the answer is attached hereto as Exhibit B.

25           4.       **All Named Defendants Join in Removal:** Frontier and Appell  
 26 jointly file this Notice of Removal. There are no defendants named in the  
 27 Complaint other than Frontier and Appell so there are no other parties to join in  
 28 this Notice of Removal. *See* 28 U.S.C. Section 1441(a).

1       **5. Copies of all Process, Pleadings and Orders:** The Complaint,  
2 Summons, and Civil Cover Sheet (Exhibit A) and the Answer (Exhibit B)  
3 constitute all process, pleadings and orders in this action within the meaning of  
4 28 U.S.C. § 1446(a).

5       **6. Removal is Timely:** This Notice of Removal is being filed within  
6 thirty (30) days after first receipt (April 26, 2011) by any defendant of the  
7 Complaint and, therefore, it is timely filed pursuant to 28 U.S.C. § 1446(b).

8       **7. Proper Venue:** The Central District of California is the District  
9 Court of the United States for the District within which said Superior Court of  
10 California for the County of Los Angeles Case Number is pending.

## **DIVERSITY JURISDICTION**

12       8. This action is removable to the United States District Court under  
13 diversity jurisdiction, 28 U.S.C. §§ 1441(a) and 1332. There is complete diversity  
14 between the sole named Plaintiff and the named Defendants and the amount in  
15 controversy with respect to Plaintiff exceeds \$75,000.00, exclusive of costs and  
16 interest.

17       9. Upon information and belief, at the time of the commencement of this  
18 action and continuing through the present, Plaintiff was and is a citizen of the State  
19 of California. *See* Complaint, ¶ 1.

20        10. Pursuant to 28 U.S.C. § 1332(c), "a corporation shall be deemed to be  
21 a citizen of any State by which it has been incorporated and of the State where it  
22 has its principal place of business." Frontier is incorporated in the state of  
23 Colorado and, at all relevant times, has had its headquarters in the state of Indiana.

24        11. Appell is a citizen of the State of Texas. *See* Affidavit of Richard  
25 Appell, a copy of which is attached hereto as Exhibit C and incorporated herein by  
26 reference as though fully set forth.

27 | 12. Therefore, Plaintiff and Defendants are citizens of different states.

1           13. The fictitiously defendants named in the Complaint as DOES 1-25 are  
 2 disregarded for the purposes of removal, in accordance with 28 U.S.C. § 1441(a).

3           14. Without admitting and expressly denying the validity of Plaintiff's  
 4 causes of action, the amount in controversy is in excess of \$75,000.00, exclusive of  
 5 interest and costs. Plaintiff earned approximately \$12,000 per year at the time of  
 6 the termination of his employment by Frontier Airlines and is seeking  
 7 approximately \$25,000 in lost wages, \$900,000 in lost flight benefits, not less than  
 8 \$50,000 for alleged emotional injuries and damage to reputation, and other  
 9 exemplary and punitive damages, from the termination of his employment over  
 10 two and a half (2 ½) years ago. *See* demand letter from Plaintiff's former counsel  
 11 dated October 28, 2008, a copy of which is attached hereto as Exhibit D and  
 12 incorporated herein by reference as though fully set forth. Therefore, in this  
 13 lawsuit, Plaintiff ultimately seeks an unspecified monetary amount for general and  
 14 special damages, punitive damages and attorneys' fees, which amount is well in  
 15 excess of \$75,000.00. *See* Complaint, ¶¶ 19, 20, 27, 28, 35, 36, 37, 40 and 41; *see also*  
 16 WHEREFORE statement on page 9 of the Complaint.

17           WHEREFORE, Defendants hereby remove the above civil action from the  
 18 Superior Court of the State of California for the County of Los Angeles to this  
 19 Court.

20           DATED: May 24, 2011

21           SAMANTHA C. GRANT  
 22           MITCHELL SILBERBERG & KNUPP LLP

23           By: Samantha C. Grant

24           Samantha C. Grant  
 25           Attorneys for Defendants  
 26           FRONTIER AIRLINES, INC. and  
 27           RICHARD APPELL

**EXHIBIT A**

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LAW OFFICE

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1 Michael J. Curls (SBN 159661)  
2 Nichelle D. Jones (SBN 186308)  
2 LAW OFFICE OF MICHAEL J. CURLS  
3 4340 Lelmer Blvd., Suite 200  
3 Los Angeles, CA 90008  
4 Telephone: (323) 293-2314  
4 Facsimile: (323) 293-2350

CONFORMED COPY  
ORIGINAL FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

APR 22 2011

John A. Chafee, Executive Officer/Clerk  
BY *[Signature]* Deputy  
Sherrye Weasley

5 Attorneys for Plaintiff JASON HARDIMAN.

6  
7 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
7 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

9 JASON HARDIMAN,

} Case No.:

BC 460242

10 Plaintiff,

11 vs.

12 FRONTIER AIRLINES, INC., a  
13 Colorado Corporation, RICHARD  
14 APPEL, an individual and DOES 1  
15 through 25, inclusive,

16 Defendant

PLAINTIFF JASON HARDIMAN'S  
COMPLAINT FOR:

1. Discrimination and in Violation  
of the Fair Employment and  
Housing Act
2. Retaliation in Violation of the  
Fair Employment and Housing  
Act
3. Harassment in Violation of the  
Fair Employment and Housing  
Act
4. Wrongful Termination in  
Violation of Public Policy

19 DEMAND FOR JURY TRIAL

20 BY FAX

21 Plaintiff JASON HARDIMAN alleges:

22 THE PARTIES

- 23 1. At all times relevant herein, Plaintiff JASON HARDIMAN ("Plaintiff") was a  
resident of the County of Los Angeles.
- 24 2. The true names and capacities, whether individual, corporate, associate or  
otherwise of Defendants Does 1 through 25, and each of them, are unknown to  
Plaintiff at this time, and therefore they are sued by such fictitious names.
- 25 3. Plaintiff is informed and believes and thereon alleges that the Defendants  
herein, and each of them, are in some manner negligent, or otherwise

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1 responsible, for directly and proximately causing the injuries and damages  
 2 hereinafter set forth.

3       4. At all times herein mentioned, the Defendants, and each of them, were  
 4 principals and/or agents, servants, or employees of said principals; all the acts  
 5 performed by each of said Defendants as agents, servants or employees were  
 6 done within the scope of their agency, employment and/or authority of said  
 7 agency and employment and with the consent of each co-Defendant.

8       5. At all times relevant hereto, Defendant FRONTIER AIRLINES, INC., is a  
 9 Colorado Corporation qualified to do business in California in the City of Los  
 10 Angeles.

11      6. RICHARD APPEL ("APPEL") is an individual whose primary residence is in  
 12 the state of California. Plaintiff alleges on information and belief that APPEL is a  
 13 manager with FRONTIER AIRLINES, INC.

14      7. The acts committed by APPEL and DOES 1 through 25, and as described  
 15 in this Complaint were duly authorized and directed by its officers, directors  
 16 and/or managing agents. In addition, the employers identified herein participated  
 17 in the acts of its employees and agents as described in this Complaint, and  
 18 ratified or accepted the benefits of such acts.

#### FACTS COMMON TO ALL CAUSES OF ACTION

20      8. Plaintiff JASON HARDIMAN ("Plaintiff") began working as a customer  
 21 service agent for FRONTIER AIRLINES, INC. ("FRONTIER") at the Los Angeles  
 22 International Airport location beginning in or about March, 2004.

23      9. In or about June, 2006, Plaintiff complained to the station manager, Diana  
 24 Hatfield and then to Human Resources that he was experiencing racially hostile  
 25 comments and behaviors from his then co-worker, Defendant RICHARD APPEL.  
 26 Plaintiff had also complained to the previous station manager, George Paulson.  
 27 Neither Paulson, Hatfield nor the respective Human Resources personnel took  
 28 any action to stop the harassing conduct.

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10. Despite knowledge of APPEL'S propensity to engage in racially offensive and harassing conduct, APPEL was promoted to supervisor with responsibilities for work assignments, scheduling, attendance, and check-in procedures. Plaintiff began to report to APPEL when he was promoted to supervisor.

11. Once APPEL was promoted to supervise Plaintiff, he began to retaliate against Plaintiff by assigning him disproportionately unfair work assignments, deliberately interfering with Plaintiff's work schedule, and by threatening Plaintiff's employment with FRONTIER. Eventually, APPEL terminated Plaintiff's employment with FRONTIER.

12. At all times relevant hereto, Plaintiff was performing satisfactory in his position of employment.

**FIRST CAUSE OF ACTION**

**DISCRIMINATION IN VIOLATION OF  
THE FAIR EMPLOYMENT AND HOUSING ACT  
GOVERNMENT CODE § 12940 (a)**

(Against Defendant FRONTIER AIRLINES, INC.)

13. Plaintiff restates and incorporates by this reference as if fully set forth herein paragraphs 1 through 12 of this Complaint.

14. The actions of Defendants, as described in this Complaint, constitute unlawful discrimination on the basis of Plaintiff's race, African American.

15. The discrimination by Defendants created a hostile, intimidating, and oppressive work environment for Plaintiff, whereby the conditions of his employment were adversely altered. Moreover, the discrimination impeded Plaintiff's progress and the enjoyment of his employment with FRONTIER AIRLINES, INC.

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1       16. Defendants knew (or should have known) of the discriminatory work  
2 environment and conduct against Plaintiff but did nothing to prevent or stop the  
3 discrimination.

4       17. Defendants' discrimination as described in this Complaint violates  
5 the Fair Employment and Housing Act as promulgated in Government Code §  
6 12940 et. seq. and other state and federal statutes which prohibit discrimination  
7 in employment, including the California Constitution and the Civil Rights Act as  
8 amended.

9       18. Plaintiff has exhausted his administrative remedies by timely filing  
10 charges of discrimination with the Department of Fair Employment and Housing  
11 who has issued to Plaintiff his right to sue letter permitting him to file this lawsuit  
12 against Defendants.

13       19. As a direct and proximate result of Defendants' discrimination,  
14 Plaintiff has sustained and will continue to suffer damages in an amount within  
15 the jurisdiction of this court, the exact amount to be proven at trial. Such  
16 damages include:

- 17       a. loss of salary and other valuable employment benefits;
- 18       b. prejudgment interest and interest on the sum of damages at  
19                  the legal rate; and
- 20       c. other consequential damages, including damages for shame,  
21                  humiliation, mental anguish and emotional distress caused by  
22                  Defendants' conduct.

23       20. In addition, Plaintiff is entitled to his attorney's fees in prosecuting  
24 this lawsuit, pursuant to Government Code § 12965 (b).

25       ///

26       ///

27       ///

28

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**SECOND CAUSE OF ACTION****RETALIATION IN VIOLATION OF  
THE FAIR EMPLOYMENT AND HOUSING ACT  
GOVERNMENT CODE § 12940 (a)****(Against Defendants FRONTIER AIRLINES, INC.)**

21. Plaintiff restates and incorporates by this reference as if fully set forth herein paragraphs 1 through 20 of this Complaint.

22. The actions of Defendants, as described in this Complaint, constitute retaliation on the basis of Plaintiff's complaints of Race Discrimination and Harassment.

23. The retaliation by the Defendants created a hostile, intimidating, and oppressive work environment for Plaintiff, whereby the conditions of his employment are adversely altered. Moreover, the retaliation impeded Plaintiff's progress and the enjoyment of his employment with FRONTIER.

24. Defendants knew (or should have known) of the hostile work environment and conduct against Plaintiff but did nothing to prevent or stop the retaliation.

25. Defendants' retaliation as described in this Complaint violates the Fair Employment and Housing Act as promulgated in Government Code § 12940 et. seq. and other state and federal statutes which prohibit retaliation in employment, including the California Constitution and the Civil Rights Act as amended.

26. Plaintiff has exhausted his administrative remedies by timely filing charges of discrimination with the Department of Fair Employment and Housing who have issued to Plaintiff his right to sue letter permitting him to file this lawsuit against Defendants.

27. As a direct and proximate result of Defendants' retaliation, Plaintiff has sustained and will continue to suffer damages in an amount within the

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jurisdiction of this court, the exact amount to be proven at trial. Such damages include:

- a. loss of salary and other valuable employment benefits;
  - b. prejudgment interest and interest on the sum of damages at the legal rate; and
  - c. other consequential damages, including damages for shame, humiliation, mental anguish and emotional distress caused by Defendants' conduct.

9       28. In addition, Plaintiff is entitled to her attorney's fees in prosecuting  
10 this lawsuit, pursuant to Government Code § 12965 (b).

### **THIRD CAUSE OF ACTION**

**HARASSMENT IN VIOLATION OF  
THE FAIR EMPLOYMENT AND HOUSING ACT  
GOVERNMENT CODE § 12940 (a)**  
**(Against All Defendants)**

16 29. Plaintiff restates and incorporates by this reference as if fully set  
17 forth herein paragraphs 1 through 28 of this Complaint.

18       30.      The actions of Defendants, as described in this Complaint, constitute  
19 harassment on the basis of Plaintiff's race and in retaliation for Plaintiff's  
20 complaints of Race Discrimination. The harassment included but was not limited  
21 to making racially inappropriate comments and jokes, Interference with Plaintiff's  
22 work schedule and work assignments and eventual termination of Plaintiff.

23       31.      The harassment by the Defendants created a hostile, intimidating,  
24 and oppressive work environment for Plaintiff, whereby the conditions of his  
25 employment were adversely altered. Moreover, the harassment impeded  
26 Plaintiff's progress and the enjoyment of his employment with FRONTIER.

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1       32. Defendants knew (or should have known) of the hostile work  
 2 environment and conduct against Plaintiff but did nothing to prevent or stop the  
 3 harassment.

4       33. Defendants' harassment as described in this Complaint violates the  
 5 Fair Employment and Housing Act as promulgated in Government Code § 12940  
 6 et. seq. and other state and federal statutes which prohibit retaliation in  
 7 employment, including the California Constitution and the Civil Rights Act as  
 8 amended.

9       34. Plaintiff has exhausted his administrative remedies by timely filing  
 10 charges of discrimination with the Department of Fair Employment and Housing  
 11 who have issued to Plaintiff his right to sue letters permitting him to file this  
 12 lawsuit against Defendants.

13       35. As a direct and proximate result of Defendants' harassment, Plaintiff  
 14 has sustained and will continue to suffer damages in an amount within the  
 15 jurisdiction of this court, the exact amount to be proven at trial. Such damages  
 16 include:

- 17       a. loss of salary and other valuable employment benefits;
- 18       b. prejudgment interest and interest on the sum of damages at  
             the legal rate; and
- 19       c. other consequential damages, including damages for shame,  
             humiliation, mental anguish and emotional distress caused by  
             Defendants' conduct.

20       36. In addition, Plaintiff is entitled to her attorney's fees in prosecuting  
 21 this lawsuit, pursuant to Government Code § 12965 (b).

22       37. Because the wrongful acts against Plaintiff were carried out,  
 23 authorized or ratified by Defendants' directors, officers and/or managing agents,  
 24 acting with malice, oppression or fraud, or deliberate, willful and in conscious  
 25 disregard of the probability of causing injury to Plaintiff, as reflected by the

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actions as described earlier in this Complaint, Plaintiff seeks punitive damages against Defendant RICHARD APPEL in order to deter him from such and similar conduct in the future.

#### FOURTH CAUSE OF ACTION

#### WRONGFUL TERMINATION

#### IN VIOLATION OF PUBLIC POLICY

#### (Plaintiff Against Defendant FRONTIER AIRLINES, INC.)

38. Plaintiff restates and incorporates by this reference as if fully set forth paragraphs 1 through 37 of this Complaint.

39. Defendants terminated Plaintiff in retaliation for his complaints of racial discrimination and harassment against APPEL. Defendants' termination of Plaintiff's employment violates public policy. Such public policy is set forth in Government Code § 12940 *et. seq.*, the Civil Rights Act, as amended and the California Constitution, Article I, § 8, which mandates that employees be free from gender based discrimination, harassment and retaliation in the workplace.

40. As a direct and proximate result of Defendant's retaliation, Plaintiff has sustained and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial. Such damages include:

- a. loss of salary and other valuable employment benefits;
- b. prejudgment interest and interest on the sum of damages at the legal rate; and
- c. other consequential damages, including damages for shame, humiliation, mental anguish and emotional distress caused by Defendant's conduct.

41. Further, because the harassing and discriminatory acts were committed by Defendant, including officers, directors and/or managing agents of the company, who acted with malice, oppression or fraud, or were deliberate,

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1 willful and acted in conscious disregard of the probability of causing injury to  
2 Plaintiff, he seeks punitive damages against FRONTIER in order to deter it from  
3 such conduct in the future.

4 **WHEREFORE, PLAINTIFF JASON HARDIMAN PRAYS FOR**  
5 **JUDGMENT AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:**

- 6 A. For economic damages according to proof;
- 7 B. For general, special and incidental damages and amounts for  
8 emotional distress according to proof;
- 9 C. For punitive damages against Defendant OTILLA APPEL in an  
10 amount appropriate to punish Defendant for her wrongful  
11 conduct and set an example for others;
- 12 D. For prejudgment interest and interest on the sum of damages  
13 awarded to the maximum extent permitted by law;
- 14 E. For an injunction against age, gender and race-based  
15 harassment, discrimination and retaliation in the future;
- 16 F. Creation of a Court supervised policy against age, gender,  
17 disability and race-based harassment, discrimination and  
18 retaliation;
- 19 G. Imposition of periodic reporting requirements on the Company;
- 20 H. For reasonable attorneys' fees pursuant to Government Code  
21 § 12965 (b);

22 / / /

23 / / /

24 / / /

25

26

27

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- 1        I.     For costs of suit herein incurred; and  
2        J.     For such other and further relief as the Court deems proper.

3              DATED: April 21, 2011

4              LAW OFFICE OF MICHAEL J. CURLS

5  
6  
7              By: Nichelle D. Jones,  
8              Attorneys for Plaintiff  
9              JASON HARDIMAN

10  
11              PLAINTIFF JASON HARDIMAN DEMANDS A JURY TRIAL.

12              DATED: April 21, 2011

13              LAW OFFICE OF MICHAEL J. CURLS

14  
15  
16              By: Nichelle D. Jones,  
17              Attorneys for Plaintiff  
18              JASON HARDIMAN

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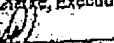
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**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):****FRONTIER AIRLINES, INC., A Colorado Corporation** RICHARD APPBL, an individual and DOES 1 THROUGH 25, inclusive**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):****JASON HARDIMAN**FOR COURT USE ONLY.  
(SOLO PARA USO DE LA CORTE)CONFORMED COPY  
ORIGINAL FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

APR 22 2011

John A. Cripe, Executive Officer/Clerk  
BY  Deputy  
Shantya Wesley

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DIAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto el dossier que procederá su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucoria.ca.gov](http://www.sucoria.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin finos de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucoria.ca.gov](http://www.sucoria.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a rechazar las cuotas y los costos exorbitantes por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Los Angeles Superior Court, Central District  
111 N. Hill Street  
Los Angeles, CA 90012

CASE NUMBER:  
Número del Caso:

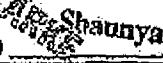
BC 460242

BY FAX

The name, address, and telephone number of plaintiff's attorney or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Michael J. Curtis and Michelle D. Jones LAW OFFICE OF MICHAEL J. CURLS  
4340 Leimert Blvd., Suite 200, Los Angeles, CA 90012

Telephone No.: (323) 293-2314  
Fax No.: (323) 293-2350DATE:  
(Fechas)

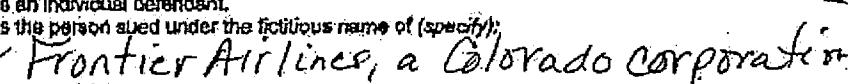
APR 22 2011

Clerk, by   
(Secretario)Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-070).  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-070)).

NOTICE TO THE PERSON SERVED: You are served

SEAL
------

1.  as an individual defendant.  
 2.  as the person sued under the fictitious name of (specify):  
  
 3.  on behalf of (specify):  
 Under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

SUMMONS

Code of Civil Procedure §§ 412.20, 485

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE**

B.C460242

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3C). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
X Hon. Luis A. Lavin	13	630	Hon. Debra Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruto	15	307	Hon. Deltrice Hill	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Willey Jr.	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heesemann	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. John P. Shook	53	513
Hon. Zevan V. Simonian	23	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Pending Assignment	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Sonsoles G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias*	324	CCW
Hon. Michelle R. Rosenblatt	40	414	other		
Hon. Ronald M. Sohigian	41	417			

### **\*Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

LACIV COH 190 (Rev. 04/10)  
LASC Approved 06-06

**NOTICE OF CASE ASSIGNMENT —  
UNLIMITED CIVIL CASE**

Page 1 of 2

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court-ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

**What is ADR:**

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral," an impartial person, to decide the case or help the parties reach an agreement.

**Mediation:**

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate**

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate**

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Arbitration:**

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate**

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate**

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Neutral Evaluation:**

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate**

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate**

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences:**

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

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LAW OFFICES

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Michael J. Curls (159651)</b> <b>Nicole D. Jones (188308)</b> <b>LAW OFFICE OF MICHAEL J. CURLS</b> <b>4340 Leimert Blvd., Suite 200, Los Angeles, CA 90008</b> <b>TELEPHONE NO. (323) 293-2314 FAX NO. (323) 293-2350</b> <b>ATTORNEY FOR PLAINTIFF Jason Hardiman</b>		FOR COURT USE ONLY <b>CONFIRMED COPY</b> <b>ORIGINAL FILED</b> <b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central		APR 22 2011
CASE NAME: <b>Hardiman v. Frontier Airlines, Inc.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joiner Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: <b>BC 460242</b>
		JUDGE: Dept:

Items 1-6 below must be completed (see in

1. Check one box below for the case type in:

Auto Tort  
 Auto (22)  
 Uninsured motorist (48)

Other PI/PDWD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PDWD (23)

Non-PI/PDWD (Other) Tort

Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (18)  
 Intellectual property (19)  
 Professional negligence (26)  
 Other non-PI/PDWD tort (25)

Employment

Wrongful termination (38)  
 Other employment (15)

- best describes this case:**

**Contract:**

  - Breach of contract/warranty (65)
  - Rule 3.740 collections (69)
  - Other collections (69)
  - Insurance coverage (18)
  - Other contract (37)

**Real Property:**

  - Eminent domain/inverse condemnation (34)
  - Wrongful eviction (33)
  - Other real property (26)

**Unlawful Detainer:**

  - Commercial (31)
  - Residential (32)
  - Drugs (38)

**Judicial Review:**

  - Asset forfeiture (65)
  - Petition re: arbitration award (11)
  - Writ of mandate (32)
  - Other judicial review (39)

- Provisionally Complex Civil Litigation**  
**(Cal. Rules of Court, Rules 3.400-3.403)**

  - Antitrust/Trade regulation (03)
  - Construction defect (10)
  - Mass tort (40)
  - Securities litigation (28)
  - Environmental/Toxic tort (30)
  - Insurance coverage claims arising from the above listed provisionally complex case types (41)

**DY**

## Enforcement of Judgment

- ### Enforcement of judgment (20)

### Miscellaneous Civil Complaint

- RICO (27)
  - Other complaint (not specified above) (42)

Miscellaneous Civil Petition

  - Partnership and corporate governance (21)
  - Other petition (not specified above) (43)

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
  - b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
  - c.  Substantial amount of documentary evidence
  - d.  Large number of witnesses
  - e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
  - f.  Substantial postjudgment judicial supervision

3 Remedies sought (check off that apply): a.  monetary b.  non-monetary; declaratory or injunctive relief c.  punitive

#### **4. Number of causes of action (specify):**

5. This cause \_\_\_\_\_ is \_\_\_\_\_ is not a class action suit.

2. If there are any known related cases, file and serve a notice of related case. You may use form CM-015.

1. K-25-5015

Date: April 21, 2011

**Nicole D. Jones**  
(TYPE OR PRINT NAME)

SEARCHED INDEXED SERIALIZED FILED BY CLERK OF COURT

**NOTICE.**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.320.) Failure to file may result in sanctions.
  - File this cover sheet in addition to any cover sheet required by local court rule.
  - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
  - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory UN  
Judicial Council of California  
CM-210 (REV. JULY 1, 2007)

**CIVIL CASE COVER SHEET**

Cal. Rules of Court, rules 2.50, 3.220, 3.400-3.403, 3.752;  
Cal. Standards of Judicial Administration, std. 3.1D

[www.courtinfo.ca](http://www.courtinfo.ca) | [www.judicialcouncilforms.ca](http://www.judicialcouncilforms.ca)

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CM-010

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES**

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) ( <i>If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> )	Breach of Contract/Warranty (08) Breach of Rental/Lessee Contract ( <i>not unlawful detainer or wrongful eviction</i> ) Contract/Warranty Breach-Seller Plaintiff ( <i>not fraud or negligence</i> ) Negligent Breach of Contract/ Warranty Other Breach of Contract/Warranty	Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Collections (e.g., money owed, open book accounts) (09) Collection Case-Seller Plaintiff Other Promissory Note/Collections Case	Enforcement of Judgment
Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)	Insurance Coverage ( <i>not provisionally complex</i> ) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute	Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment ( <i>non-domestic relations</i> ) Sister State Judgment Administrative Agency Award ( <i>not unpaid taxes</i> ) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case
Medical Malpractice (45) Medical Malpractice— Physicians & Surgeons Other Professional Health Care Malpractice	Real Property	Miscellaneous Civil Complaint
Other PI/PD/WD (23)	Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )	RICO (27) Other Complaint ( <i>not specified above</i> ) (42) Declaratory Relief Only Injunctive Relief Only ( <i>non-harassment</i> ) Mechanic's Lien Other Commercial Complaint Case ( <i>non-tort/non-complex</i> ) Other Civil Complaint ( <i>non-tort/non-complex</i> )
Non-PI/PD/WD (Other) Tort	Unlawful Detainer	Miscellaneous Civil Petition
Business Tort/Unclean Business Practice (07) Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice ( <i>not medical or legal</i> ) Other Non-PI/PD/WD Tort (35)	Commercial (31) Residential (32) Drugs (38) ( <i>If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> )	Partnership and Corporate Governance (21) Other Petition ( <i>not specified above</i> ) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
Employment	Judicial Review	
Wrongful Termination (36) Other Employment (15)	Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ-Administrative Mandamus Writ-Mandamus on Limited Court Case Writ-Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal-Labor Commissioner Appeals	

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SHORT TITLE: Hardiman v. Frontier Airlines, Inc.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**BY FAX**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 7-10  HOURS  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.<br>2. May be filed in central (other) county, or no bodily injury/property damage.<br>3. Location where cause of action arose.<br>4. Location where bodily injury, death or damage occurred.<br>5. Location where performance required of defendant resided. | 6. Location of property or permanently parked vehicle.<br>7. Location where petitioner resides.<br>8. Location wherein defendant/respondent functions wholly.<br>9. Location where one or more of the parties reside.<br>10. Location of Labor Commissioner Office |
|---|--|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	<input type="checkbox"/> A8070 Asbestos Property Damage	2.
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 6.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

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LAW OFFICE

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SHORT TITLE: Hardiman v. Frontier Airlines, Inc.	CASE NUMBER:
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**CIVIL CASE COVER SHEET ADDENDUM AND  
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(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

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**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 7-10  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |   |
|---|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.<br>2. May be filed in central (other county, or no bodily injury/property damage).<br>3. Location where cause of action arose.<br>4. Location where bodily injury, death or damage occurred.<br>5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.<br>7. Location where petitioner resides.<br>8. Location wherein defendant/respondent functions wholly.<br>9. Location where one or more of the parties reside.<br>10. Location of Labor Commissioner Office |
|---|---|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A8070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7280 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Other Personal Injury/Property Damage/Wrongful Death Tort	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

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SHORT TITLE: Hardiman v. Frontier Airlines, Inc.		CASE NUMBER:																																																												
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Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6180 Other Writ/Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8..
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6008 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8..
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confessor of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
	Partnership, Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

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SHORT TITLE Hardiman v. Frontier Airlines, Inc.	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: 1 World Way	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90045

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: April 21, 2011

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court

1 MITCHELL SILBERBERG & KNUPP LLP  
2 SAMANTHA C. GRANT (SBN 198130), scg@msk.com  
3 11377 West Olympic Boulevard  
4 Los Angeles, California 90064-1683  
5 Telephone: (310) 312-2000  
6 Facsimile: (310) 312-3100

4 Attorneys for Defendants  
5 FRONTIER AIRLINES, INC. and RICHARD  
6 APPELL (erroneously sued as, "RICHARD  
APPEL")

MAY 23 2011

John A. Clarke, Executive Officer/Clerk  
By \_\_\_\_\_ Deputy  
SHAUNA WESLEY

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF LOS ANGELES

10 JASON HARDIMAN,

11 Plaintiff,

12 v.

13 FRONTIER AIRLINES, INC., a Colorado  
14 Corporation; RICHARD APPEL, and  
15 individual and DOES 1 through 25, inclusive,

16 Defendants.

CASE NO. BC 460242

Assigned for all purposes to: Honorable Luis  
A. Lavin, Dept. 13

ANSWER OF DEFENDANTS FRONTIER  
AIRLINES, INC. AND RICHARD APPELL  
TO PLAINTIFF JASON HARDIMAN'S  
UNVERIFIED COMPLAINT

Action Filed: April 22, 2011  
Trial Date: Not yet assigned

1 Pursuant to Section 431.30 of the California Code of Civil Procedure, Defendants Frontier  
2 Airlines, Inc. and Richard Appell (collectively "Defendants"), for themselves alone and for no  
3 other defendants, hereby answer the unverified complaint (the "Complaint") of plaintiff Jason  
4 Hardiman ("Plaintiff") as follows:

5

6 **GENERAL DENIAL**

7

8 1. Pursuant to Section 431.30(d) of the California Code of Civil Procedure,  
9 Defendants deny, both generally and specifically, each and every allegation in the Complaint, and  
10 specifically deny that Plaintiff has been, is, or will be damaged in the amount alleged, or any  
11 manner or sum whatsoever, or is entitled to any recovery or remedy of any type whatsoever, by  
12 reason of any acts, conduct, or omissions of Defendants.

13

14

**SEPARATE AFFIRMATIVE DEFENSES**

15

16 2. Without waiving or excusing the burden of proof of Plaintiff or admitting that any  
17 of the following are in fact defenses upon which Defendants have any burden of proof as opposed  
18 to denials of matters as to which Plaintiff has the burden of proof, or that Defendants have any  
19 burden of proof at all, Defendants hereby assert the following affirmative defenses:

20

21

**FIRST AFFIRMATIVE DEFENSE  
(Failure to State a Cause of Action)**

22

23

24

3. The Complaint, in whole or in part, fails to state facts sufficient to constitute a  
cause of action.

25

26

27

28

## **SECOND AFFIRMATIVE DEFENSE (Failure to Exhaust Administrative Remedies)**

4. The Complaint is barred, in whole or in part, to the extent that Plaintiff has failed to exhaust his administrative remedies or to comply with the statutory prerequisites to bringing suit contained in the California Fair Employment and Housing Act, California Government Code Sections 12900 et seq.

## **THIRD AFFIRMATIVE DEFENSE (Statutes of Limitations)**

5. To the extent that any of the conduct alleged in the Complaint occurred prior to the limitations period, Plaintiff's Complaint is barred, in whole or in part, by the applicable statute of limitations including, but not limited to, the one-year statute of limitations under the California Government Code sections 12960(d) and 12965(b); the two-year statute of limitations applicable to claims for intentional torts contained in California Code of Civil Procedure ("CCP") section 335.1; the three-year statute of limitations contained in CCP section 338(a); the two-year statue of limitations contained in CCP section 339(1); the one-year statute of limitations contained in CCP section 340(a); and the four-year "catch all" statute of limitations contained in CCP section 343.

## **FOURTH AFFIRMATIVE DEFENSE (Unclean Hands)**

6. The Complaint is barred, in whole or in part, by the doctrine of unclean hands.

**FIFTH AFFIRMATIVE DEFENSE  
(Waiver)**

7. The Complaint is barred, in whole or in part, by the doctrine of waiver.

## SIXTH AFFIRMATIVE DEFENSE (Estoppel)

8. The Complaint is barred, in whole or in part, by the doctrine of estoppel.

## **SEVENTH AFFIRMATIVE DEFENSE (Laches)**

9. The Complaint is barred, in whole or in part, by the doctrine of laches.

**EIGHTH AFFIRMATIVE DEFENSE  
(Plaintiff Failed To Avail Himself Of Internal Remedies)**

10. The Complaint is barred, in whole or in part, to the extent that Plaintiff failed to exhaust his employer's applicable internal complaint processes and/or procedures.

## **NINTH AFFIRMATIVE DEFENSE (Avoidable Consequences)**

11. Plaintiff is not entitled to recover damages prayed for in the Complaint on the grounds that any such damages could have been avoided under the doctrine of avoidable consequences.

## **TENTH AFFIRMATIVE DEFENSE (After-Acquired Evidence)**

12. The Complaint is barred and/or the alleged damages must be reduced, in whole or in part, by the after-acquired evidence of Plaintiff's misconduct that has been, or may be, discovered.

## **ELEVENTH AFFIRMATIVE DEFENSE (Consent/Ratification)**

13. The Complaint is barred, in whole or in part, by the doctrine of express consent, implied consent, and/or ratification.

## **TWELFTH AFFIRMATIVE DEFENSE (Failure to Mitigate Economic Damages)**

14. Defendants are informed and believe and on that basis allege that Plaintiff has failed to make reasonable efforts to mitigate the alleged damages he claims to have suffered. Accordingly, the relief, if any, to which Plaintiff is entitled must be diminished, in whole or in part, by the extent of (a) the actual mitigation of his economic damages, and (b) any additional mitigation of his economic damages which with reasonable diligence Plaintiff could have accomplished.

## **THIRTEENTH AFFIRMATIVE DEFENSE (Failure to Mitigate Non-Economic Damages)**

15. Defendants are informed and believe and on that basis allege that Plaintiff has failed to make reasonable efforts to mitigate the alleged non-economic damages he claims to have suffered. Accordingly, the relief, if any, to which Plaintiff is entitled must be diminished, in whole or in part, by the extent of (a) the actual mitigation of his non-economic damages, and (b) any additional mitigation of his non-economic damages which with reasonable diligence Plaintiff could have accomplished.

## **FOURTEENTH AFFIRMATIVE DEFENSE (Lack of Damages)**

16. Plaintiff has suffered no legally cognizable damages by reason of any of Defendants' acts, conduct, or omissions.

1                   **FIFTEENTH AFFIRMATIVE DEFENSE**  
2                   (**No Entitlement to Compensatory Damages**)

3                 17. Plaintiff is not entitled to compensatory damages of any kind or in any amount  
4 whatsoever.

5                   **SIXTEENTH AFFIRMATIVE DEFENSE**  
6                   (**No Entitlement to Punitive Damages**)

7                 18. The Complaint, and each of the alleged causes of action contained therein, fails to  
8 state any basis for recovery of punitive damages because Plaintiff has failed to allege facts  
9 sufficient to establish Plaintiff's entitlement to such remedies under California Civil Code Section  
10 3294 and/or the alleged cause or causes of action will not support a claim for punitive damages.

11                   **SEVENTEENTH AFFIRMATIVE DEFENSE**  
12                   (**Punitive Damages Unconstitutional**)

13                 19. Plaintiff is not entitled to recover any punitive or exemplary damages as prayed for  
14 in the Complaint on the grounds that any award of punitive or exemplary damages under  
15 California and/or federal law in general and/or any such award under California and/or federal law  
16 as applied to the facts of this specific action would violate Defendants' constitutional rights under  
17 provisions of the United States and California Constitutions, including but not limited to the due  
18 process clauses of the Fifth and Fourteenth Amendments of the United States Constitution and the  
19 excessive fines and cruel and unusual punishment clauses of the Eighth Amendment of the United  
20 States Constitution.  
21

22                   **EIGHTEENTH AFFIRMATIVE DEFENSE**  
23                   (**Unavailability/Failure To Work**)

24                 20. The Complaint is barred and/or the alleged damages must be reduced, in whole or  
25 in part, because at all relevant times Plaintiff was not ready, willing or able to perform work for  
26 his employer.

**NINETEENTH AFFIRMATIVE DEFENSE  
(Attorneys' Fees)**

21. Plaintiff is not entitled to attorneys' fees of any kind or in any amount whatsoever.

## **TWENTIETH AFFIRMATIVE DEFENSE (ERISA)**

7       22. Plaintiff is not entitled to recover any compensatory or other monetary damages for  
8 any alleged loss of fringe benefits, including medical or retirement benefits, on the ground that the  
9 exclusive remedy for such alleged damages is the Employee Retirement Income Security Act of  
10 1974, as amended, 29 U.S.C. § 1001 et seq.

**TWENTY-FIRST AFFIRMATIVE DEFENSE  
(Prejudgment Interest)**

14        23. Any claim for prejudgment interest is barred as to any purported cause of action for  
15 which such relief is not available.

**TWENTY-SECOND AFFIRMATIVE DEFENSE  
(Workers' Compensation Exclusive Remedy)**

19       24. The Complaint is preempted and barred, in whole or in part, by California Labor  
20 Code § 3200 et seq.

**TWENTY-THIRD AFFIRMATIVE DEFENSE  
(Workers' Compensation Setoff)**

24        25. Even if the California Workers' Compensation laws do not provide the exclusive  
25 remedy for damages, any civil damages to which Plaintiff is entitled must be offset by any award  
26 or settlement received under the Workers' Compensation laws for the same alleged injuries.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE  
(Offset)**

3       26. If Plaintiff sustained any damage as a result of the conduct alleged in the  
4 Complaint, which Defendants deny, Defendants are entitled to an offset to the extent that Plaintiff  
5 received income from other sources.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE  
(Privilege)**

9       27. The acts and statements of Defendants were privileged, in whole or in part, as a  
10 matter of California and/or federal law, including, but not limited to, Article I, Section 2(a) of the  
11 California Constitution, and the First and Fourteenth Amendments to the United States  
12 Constitution, and therefore cannot give rise to liability herein.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE  
(Right to Privacy)**

16        28. The conduct, acts and omissions of Defendants as alleged in the Complaint are  
17 protected by the constitutional right to privacy under, including, but not limited to, Article I,  
18 Section 1 of the California Constitution and the Fourteenth Amendment to the United States  
19 Constitution, and, therefore, cannot give rise to liability herein.

## **TWENTY-SEVENTH AFFIRMATIVE DEFENSE (Breach of Employment Obligations)**

23        29. The Complaint is barred, in whole or in part, because Plaintiff breached his  
24 obligations to his employer.

1                   **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**  
2                    (**Managerial Immunity**)

3                 30. The Complaint is barred, in whole or in part, by the doctrine of managerial  
4                 immunity or privilege.

5                   **TWENTY-NINTH AFFIRMATIVE DEFENSE**  
6                    (**Good Cause**)

7                 31. The Complaint is barred, in whole or in part, because any actions taken by  
8                 Defendants with respect to Plaintiff's employment were based on good cause.

9                   **THIRTIETH AFFIRMATIVE DEFENSE**  
10                  (**Good Faith**)

11                 32. The Complaint is barred, in whole or in part, on the ground that all actions of  
12                 Defendants alleged in the Complaint were undertaken with respect to legitimate business interests,  
13                 in good faith, and/or in the exercise of proper managerial discretion.

14                   **THIRTY-FIRST AFFIRMATIVE DEFENSE**  
15                  (**Legitimate, Non-Discriminatory/Non-Retalietary Reasons**)

16                 33. The Complaint is barred, in whole or in part, because any actions taken with  
17                 respect to Plaintiff's employment were based upon legitimate, non-discriminatory and non-  
18                 retaliatory reasons.

19                   **THIRTY-SECOND AFFIRMATIVE DEFENSE**  
20                  (**Business Judgment Rule**)

21                 34. The Complaint is barred, in whole or in part, because any decisions made by  
22                 Plaintiff's employer with respect to Plaintiff's employment were reasonably based on the facts as  
23                 it understood them.

1       35. Defendants presently have insufficient knowledge or information on which to form  
2 a belief as to whether they may have additional, as yet unstated affirmative defenses available, and  
3 Defendants reserve the right to assert additional defenses in the event that investigation or  
4 discovery indicates that they would be appropriate and/or otherwise to amend this Answer.

5

6       WHEREFORE, Defendants pray for judgment as follows:

- 7       1. That Plaintiff take nothing by reason of the Complaint, and that the Complaint be  
8 dismissed with prejudice in its entirety on the merits;
- 9       2. That Defendants be awarded judgment in their favor against Plaintiff;
- 10      3. That Defendants recover their attorneys' fees and costs of suit herein; and
- 11      4. That Defendants be granted such further and other relief as the Court deems just  
12 and proper.

13

14 DATED: May 23, 2011

MITCHELL SILBERBERG & KNUPP LLP  
SAMANTHA C. GRANT

15

16

By: Samantha C. Grant  
Samantha C. Grant  
Attorneys for Defendants  
FRONTIER AIRLINES, INC. and  
RICHARD APPELL

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## **PROOF OF SERVICE**

*Hardiman v. Frontier Airlines, Inc., et al.*; LASC Case No. BC 460242

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Mitchell Silberberg & Knupp LLP, 11377 West Olympic Boulevard, Los Angeles, California 90064-1683.

On May 23, 2011, I served a copy of the foregoing document(s) described as ANSWER OF DEFENDANTS FRONTIER AIRLINES, INC. AND RICHARD APPELL TO PLAINTIFF JASON HARDIMAN'S UNVERIFIED COMPLAINT on the interested parties in this action at their last known address as set forth below by taking the action described below:

Michael J. Curls  
Nichelle D. Jones  
LAW OFFICE OF MICHAEL J. CURLS  
4340 Leimert Boulevard, Suite 200  
Los Angeles, California 90008  
Telephone: (323) 293-2314  
Facsimile: (323) 293-2350

*Attorneys for the Plaintiff Jason Hardiman*

- BY MAIL:** I placed the above-mentioned document(s) in sealed envelope(s) addressed as set forth above, and deposited each envelope in the mail at Los Angeles, California. Each envelope was mailed with postage thereon fully prepaid.
  - BY OVERNIGHT MAIL:** I placed the above-mentioned document(s) in sealed envelope(s) designated by the carrier, with delivery fees provided for, and addressed as set forth above, and deposited the above-described document(s) with \_\_\_\_\_ in the ordinary course of business, by depositing the document(s) in a facility regularly maintained by the carrier or delivering the document(s) to an authorized driver for the carrier.
  - BY PERSONAL DELIVERY:** I placed the above-mentioned document(s) in sealed envelope(s), and caused personal delivery by \_\_\_\_\_ of the document(s) listed above to the person(s) at the address(es) set forth above.
  - BY PLACING FOR COLLECTION AND MAILING:** I placed the above-mentioned document(s) in sealed envelope(s) addressed as set forth above, and placed the envelope(s) for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at 11377 West Olympic Boulevard, Los Angeles, California 90064-1683 in the ordinary course of business.
  - BY ELECTRONIC MAIL:** I served the above-mentioned document electronically at \_\_\_\_:\_\_\_\_\_.m. on the parties listed at the email addresses above and, to the best of my knowledge, the transmission was complete and without error in that I did not receive an electronic notification to the contrary.
  - BY FAX:** On \_\_\_\_\_, at \_\_\_\_\_ am/pm, from facsimile number (310) \_\_\_\_\_, before placing the above-described document(s) in sealed envelope(s) addressed as set forth

1 above, I sent a copy of the above-described document(s) to each of the individuals set forth  
2 above at the facsimile numbers listed above. The transmission was reported as complete and  
3 without error. The transmission report was properly issued by the transmitting facsimile  
4 machine, and a copy of that report is attached hereto.

5 I declare under penalty of perjury under the laws of the State of California that the above is  
6 true and correct.

7 Executed on May 23, 2011, at Los Angeles, California.

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28

LYRIC JOSEPH-ARMSTRONG

**EXHIBIT C**

1 SAMANTHA C. GRANT (SBN 198130)  
2 scg@msk.com  
3 MITCHELL SILBERBERG & KNUPP LLP  
4 11377 West Olympic Boulevard  
Los Angeles, California 90064-1683  
Telephone: (310) 312-2000  
Facsimile: (310) 312-3100

5 Attorneys for Defendants  
6 FRONTIER AIRLINES, INC. and RICHARD  
APPELL

7

8

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11

JASON HARDIMAN,

12

Plaintiff,

13

v.

14

FRONTIER AIRLINES, INC.,  
15 RICHARD APPEL, and DOES 1-25,  
inclusive,

16

Defendants.

17

CASE NO.

(Los Angeles Superior Court Case  
No. BC460242)

AFFIDAVIT OF RICHARD APPELL

18

I, RICHARD APPELL, being first duly sworn and under oath, depose and  
19 state as follows:

20

21 1. I am a competent adult, over the age of eighteen (18) and have  
personal knowledge of all matters contained in this Affidavit.

22

23 2. I am the individual defendant in this lawsuit, improperly identified as  
"Richard Appel." My legal name is Richard Appell.

24

25 3. I am a citizen of the State of Texas, and have been a citizen of the  
State of Texas since NOV 1 2008.

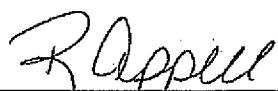
26

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1 FURTHER AFFIANT SAITH NOT.

2  
3 I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE  
4 ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND  
5 ACCURATE.

6  
7   
8

9  
10 Richard Appell  
11  
12

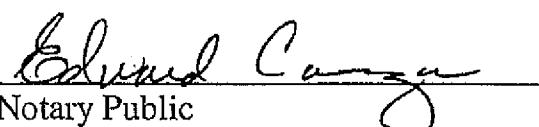
13 STATE OF TEXAS )  
14 COUNTY OF Harris) SS:  
15

16 Before me, a Notary Public in and for said County and State, personally  
17 appeared the above-stated person, who, being first duly sworn upon his oath, stated  
18 that the facts alleged in the foregoing document are true.  
19

20 Signed and sealed this 16 day of May, 2011.  
21

22 My Commission Expires:

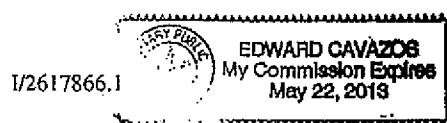
23 05-22-2013

24   
25 Notary Public  
26

27 My County of Residence:

28 HARRIS

29   
30 Printed  
31





Oct. 29, 2008 8:54AM LAW OFFICE OF MARVIN KRAKOW

No. 0224 P. 1

## LAW OFFICE OF MARVIN E. KRAKOW

1801 Century Park East, Suite 1520  
 Los Angeles, California 90067-2302  
 Phone (310) 229-0900  
 Fax (310) 229-0912

## FAX TRANSMISSION

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THE FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS ABOVE VIA THE U.S. POSTAL SERVICE. THANK YOU.

Date: October 29, 2008	Operator Sending: Clara Lee
Client/Matter : Hardiman v. Frontier, Inc.	
Our File No. : 73502	
Please deliver the following pages to:	
Name : Mr. Sean E. Menke, CEO	
Item : FRONTIER AIRLINES, INC.	
Phone : 800 265 5505	
FAX : 720 374 4379	
From : Marvin E. Krakow	
Total number of pages including cover page:	

## MESSAGE:

10/29/08 10:02

Oct. 29, 2008 8:54AM LAW OFFICE OF MARVIN KRAKOW

No. 0224 P. 2

## MARVIN E. KRAKOW

### LAWYER

1801 Century Park West, Suite 1820  
Los Angeles, California 90067-2802  
Telephone (310) 229-0900  
Writer's ext. 207  
Fax (310) 229-0912  
marvin@krakowlaw.com

October 29, 2008

*By facsimile*

Sean B. Menke, CEO  
Frontier Airlines, Inc.  
7001 Tower Road  
Denver CO, 80249-7312

Re: Jason Hardiman v. Frontier Airlines, Inc.

Dear Mr. Menke:

This office represents Jason Hardiman. Frontier Airlines terminated Mr. Hardiman, August 9, 2008. He had worked as a customer service representative out of your Los Angeles International Airport location, beginning March 5, 2004. I am writing to inform you of Mr. Hardiman's claims against Frontier Airlines, arising out of that termination. With that in mind, this letter is not intended as a full or complete statement of any legal claims Mr. Hardiman may have. All such claims are expressly reserved and are not waived. This letter is a confidential settlement communication and subject to all applicable privileges and exclusions. I hope that a brief summary of the facts, as I understand them, will make possible a negotiated resolution of Mr. Hardiman's claims.

*Mr. Hardiman's employment at Frontier Airlines.* Mr. Hardiman began full time work for Frontier Airlines March 5, 2004. He later worked part-time and on call. In his customer service representative position he earned approximately \$12.00 per hour and about \$12,000 per year. He also earned travel benefits of greater value than his dollar wages.

*Race discrimination, harassment and retaliation.* In June 2006, Mr. Hardiman

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MARVIN E. KRAKOW

October 28, 2008  
page 2

complained to Diana Hatfield, the station manager, and to Margie Stanford in Human Resources that he was experiencing racially hostile comments and behaviors from a then co-worker, Richard Appell. Mr. Hardiman had complained about the hostile behaviors to his previous station manager, George Paulson, with no effective action being taken. Mr. Appell's behavior, specifically reported to Ms. Stanford, included racial comments such as a "warning" that Mr. Hardiman should "avoid bullets on his way through Compton". He also referred to bad behavior as "ghetto" behavior. Both Ms. Stanford and Ms. Hatfield promised that the inappropriate comments would not recur.

Unfortunately, within the year, Frontier Airlines promoted Mr. Appell to a supervisor position, with responsibilities for work assignments, scheduling, attendance, and check in procedures. Mr. Appell began to retaliate against Mr. Hardiman by assigning him disproportionately to curbside and baggage service and by threatening to eliminate his on-call status. Mr. Hardiman complained of the retaliation to his new station manager, Phillip Delt, in 2007, and the retaliation temporarily stopped. Finally, and most egregiously, Mr. Appell was assigned duties as interim station manager in 2008. In that capacity, he arranged to eliminate Mr. Hardiman's position. Although Frontier Airlines characterized the job elimination as part of a larger reduction in force, the other employees selected for job elimination were all subject to disciplinary warnings. Mr. Hardiman was entitled, by virtue of seniority and by promises from previous supervisors, to maintain his job and to keep his seniority. Mr. Hardiman's inclusion in the layoff group appears to be retaliatory.

*The termination violated California Labor Code § 1102.5* California law prohibits retaliation for objecting to illegal activity, Labor Code §1102.5.

*The termination violated California Government Code § 12900 et seq.* The conduct constitutes illegal race and discrimination and retaliation for objecting to those behaviors. California law prohibits terminating an employee on account of his resistance to illegal employment discrimination. Government Code §12940(h).

*The termination was in violation of fundamental public policies.* Termination based on protests of illegal conduct support a claim for wrongful termination in violation of public policy. Green v. Ralco Engineering Co., (1998) 19 Cal. 4<sup>th</sup> 66. Further, a

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page 3

discriminatory termination and termination in retaliation for opposition to illegal employment discrimination gives rise to a claim for wrongful termination in violation of public policy. Stevenson v. Superior Court, 16 Cal.4th 880, 895 (1997); Rolo v. Kliger, 52 Cal.3d 65 (1990); Blom v. N.G.K. Spark Plugs (U.S.A.), Inc., 3 Cal. App. 4th 382, 389 (1992) (personnel manager fired after reporting to senior executives the company's discrimination against women and non-Japanese employees). It is sufficient to show that the employee reasonably believed that he was objecting to conduct which violates the Fair Employment and Housing Act. Flait v. North American Watch Corp., (1992) 3 Cal. App. 4<sup>th</sup> 467, 476; 2 Cal. Code of Regulations § 7287.8(a)(1)(C) (extending protection to practices "an individual reasonably believes to exist and believes to be a violation of the Act").

There are no magic words necessary for an employee to protest unlawful conduct. He must simply make the employer aware of the conduct and the need to correct it. Holmes v. General Dynamics Corp., (1993) 17 Cal. App. 4<sup>th</sup> 1418, 1434.

*Damages -- economic.* The termination of Mr. Hardiman's employment has caused substantial economic damage. Economic damages include the amounts he would have made in the absence of the illegal termination. Our best estimate is that Mr. Hardiman's losses will include two years of salary, approximately \$25,000. Also, he has lost the lifetime availability of travel benefits, worth at least \$20,000 per year. Mr. Hardiman's date of birth is August 15, 1977. We estimate the present value of travel benefits alone, over the next forty five years, at \$900,000.

*Damages -- emotional injuries and damage to reputation.* Mr. Hardiman has also suffered and will continue to suffer non-economic damages from the wrongful termination. Non-economic losses include the damage to his reputation, humiliation, and financial stress, as well as the loss of the emotional satisfactions and the opportunities of the job. The valuation of non-economic damages is ordinarily left to the discretion of a jury. We believe the non-economic damages should be valued at no less than \$50,000.

*Exemplary and punitive damages.* Discrimination, retaliation, and wrongful termination in violation of public policy are intentional wrongs. They interfere with the right to work, an interest which, in California, is protected in our state constitution. In

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MARVIN E. KRAKOW

October 28, 2008  
page 4

addition, to determine the appropriate amount of punitive damages, the jurors will take into account the nature of the injuries and the potential for injury to others. The United States Supreme Court recently approved awards of punitive and exemplary damages in an amount several times greater than the amount of compensatory damages.

*Statutory attorney fees.* The law provides that plaintiffs may recover attorney fees to prosecute their discrimination claims and wage claims. In this case, attorney fees may exceed \$300,000.

*Requests for documents – personnel files.* This is to request a copy of Mr. Hardiman's complete personnel files. Please note that, under California Labor Code §1198.3, this requests includes all files and records on which the company relied in making personnel decisions related to Mr. Hardiman. See, Wellpoint Health Networks, Inc. v. Superior Court (McCombs), 68 Cal.App.4th 844 (1997). Among those documents you are required to produce are those relating to the terms and conditions of his employment, as well as the responses to his complaints of harassment and retaliation.

*Requests for documents – covenants and dispute resolution agreements.* If Frontier Airlines contends that Mr. Hardiman is obligated to comply with the terms of any writing concerning confidentiality, non-competition, non-solicitation, or proprietary information, please provide copies of those writings. Also, if the company asserts any rights to arbitration or any other dispute resolution process, please provide me with copies of any documents supporting the company's assertions.

*Requests for documents – contractual limitations periods.* Lastly, if Frontier Airlines contends that Mr. Hardiman is subject to any obligation to bring his claims within a period of time other than the time limits imposed by statute or regulation, please advise me. For example, if the company asserts rights to a contractually shortened period in which to bring claims, please provide a copy of the relevant contract.

*Request to preserve records.* There are numerous records within Frontier Airlines's custody and control which constitute directly relevant evidence related to the issues raised in this letter and to potential litigation between the parties. This is to request that you take effective steps to preserve such evidence, including but not limited to, any e-

Oct. 29, 2008 8:56AM LAW OFFICE OF MARVIN KRAKOW

No. 0224 P. 6

MARVIN E. KRAKOW

October 28, 2008  
page 5

mail correspondence between Mr. Hardiman and Frontier Airlines, or any of the individuals identified in this letter.

The primary focus of my law practice is the litigation of disputed employment claims. However, Mr. Hardiman asked me to contact you, before filing a lawsuit, to determine whether his claims can be resolved on an amicable, negotiated basis. If Frontier Airlines wishes to consider such an early resolution of Mr. Hardiman's claims, please contact me before the close of business on November 5, 2008. If I do not hear from you in that time, I will assume you have no interest in a negotiated resolution, and I will advise Mr. Hardiman accordingly.

Thank you for your kind attention to this matter.

Very truly yours,

MARVIN E. KRAKOW

MEK:sf  
cc: Mr. Jason Hardiman

## **PROOF OF SERVICE**

*Hardiman v. Frontier Airlines, Inc., et al.*; LASC Case No. BC 460242

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Mitchell Silberberg & Knupp LLP, 11377 West Olympic Boulevard, Los Angeles, California 90064-1683.

On May 24, 2011, I served a copy of the foregoing document(s) described as **DEFENDANTS FRONTIER AIRLINES, INC. AND RICHARD APPELL'S NOTICE OF REMOVAL OF CIVIL ACTION TO FEDERAL COURT** on the interested parties in this action at their last known address as set forth below by taking the action described below:

Michael J. Curls  
Nichelle D. Jones  
LAW OFFICE OF MICHAEL J. CURLS  
4340 Leimert Boulevard, Suite 200  
Los Angeles, California 90008  
Telephone: (323) 293-2314  
Facsimile: (323) 293-2350

*Attorneys for the Plaintiff Jason Hardiman*

- BY MAIL:** I placed the above-mentioned document(s) in sealed envelope(s) addressed as set forth above, and deposited each envelope in the mail at Los Angeles, California. Each envelope was mailed with postage thereon fully prepaid.
  - BY OVERNIGHT MAIL:** I placed the above-mentioned document(s) in sealed envelope(s) designated by the carrier, with delivery fees provided for, and addressed as set forth above, and deposited the above-described document(s) with Federal Express in the ordinary course of business, by depositing the document(s) in a facility regularly maintained by the carrier or delivering the document(s) to an authorized driver for the carrier.
  - BY PERSONAL DELIVERY:** I placed the above-mentioned document(s) in sealed envelope(s), and caused personal delivery by \_\_\_\_\_ of the document(s) listed above to the person(s) at the address(es) set forth above.
  - BY PLACING FOR COLLECTION AND MAILING:** I placed the above-mentioned document(s) in sealed envelope(s) addressed as set forth above, and placed the envelope(s) for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at 11377 West Olympic Boulevard, Los Angeles, California 90064-1683 in the ordinary course of business.

- 1       **BY ELECTRONIC MAIL:** I served the above-mentioned document  
2      electronically at \_\_\_\_\_ : \_\_\_\_\_.m. on the parties listed at the email addresses above  
3      and, to the best of my knowledge, the transmission was complete and without  
4      error in that I did not receive an electronic notification to the contrary.  
5  
6       **BY FAX:** On \_\_\_\_\_, at \_\_\_\_\_ am/pm, from facsimile number  
7      (310) \_\_\_\_\_, before placing the above-described document(s) in sealed  
8      envelope(s) addressed as set forth above, I sent a copy of the above-described  
9      document(s) to each of the individuals set forth above at the facsimile numbers  
10     listed above. The transmission was reported as complete and without error. The  
11     transmission report was properly issued by the transmitting facsimile machine,  
12     and a copy of that report is attached hereto.

13     I declare under penalty of perjury under the laws of the State of California  
14     that the above is true and correct.

15     Executed on May 24, 2011, at Los Angeles, California.

16       
17     LYRIC JOSEPH-ARMSTRONG

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Stephen V. Wilson and the assigned discovery Magistrate Judge is Andrew J. Wistrich.

The case number on all documents filed with the Court should read as follows:

**CV11- 4455 SVW (AJWx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

Western Division  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

Southern Division  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

Eastern Division  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself )  
JASON HARDIMAN

DEFENDANTS  
FRONTIER AIRLINES, INC. and RICHARD APPELL

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

LAW OFFICE OF MICHAEL J. CURLS  
MICHAEL J. CURLS (SBN 159651)  
NICHELLE D. JONES (SBN 186308)  
4340 LEIMERT BLVD., STE. 200, LOS ANGELES, CA 90008  
TELEPHONE: (323) 293-2314 FACSIMILE: (323) 293-2350

Attorneys (If Known)  
MITHCELL SILBERBERG & KNUPP, LLP  
SAMANTHA C. GRANT (SBN 198130), SCG@MSK.COM  
11377 WEST OLYMPIC BOULEVARD  
LOS ANGELES, CA 90064  
TELEPHONE: (310) 312-2000 FACSIMILE: (310) 312-3100

## II. BASIS OF JURISDICTION (Place an X in one box only.)

- 1 U.S. Government Plaintiff  3 Federal Question (U.S. Government Not a Party)  
 2 U.S. Government Defendant  4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only  
(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF	PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4 <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

## IV. ORIGIN (Place an X in one box only.)

- 1 Original  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from another district (specify):  6 Multi-District Litigation  7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND:  Yes  No (Check 'Yes' only if demanded in complaint) unspecified, but greater than \$75,000.00.  
CLASS ACTION under F.R.C.P. 23:  Yes  No  MONEY DEMANDED IN COMPLAINT: \$ than \$75,000.00.

## VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

(1) Discrimination; (2) Retaliation; (3) Harassment; (4) Wrongful Termination.

## VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 730 General	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 540 Mandamus/ Other	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 424 Civil Rights	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 792 Employment Practices Litigation
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input checked="" type="checkbox"/> 442 Employment	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 850 Social Security
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA(1395ff)
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 863 DIWC/DIWV 405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 240 Torts to Land				<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 867 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes					<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV11-04455

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes

If yes, list case number(s): \_\_\_\_\_

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case?  No  Yes

If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or

B. Call for determination of the same or substantially related or similar questions of law and fact; or

C. For other reasons would entail substantial duplication of labor if heard by different judges; or

D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
	Defendant Frontier Airlines, Inc. is incorporated in Colorado; and Defendant Richard Appell resides in Texas

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: <sup>*</sup>	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Samantha C. Grant Date May 24, 2011  
Samantha C. Grant

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))